



SOLICITATION AMENDMENT

Solicitation No. **HR954159**

Amendment No. One

Solicitation Due Date: October 23, 2008

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3:00 P.M.

ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 West Adams, Room 303
Phoenix, AZ 85007
(602) 542-1040
(602) 542-1741 fax

Contact: Elizabeth Byler

A signed copy of this amendment must be submitted with your Solicitation Response. This Solicitation is amended as follows:

1. Page One (1), Grant Solicitation Contact Person is amended to read:

Elizabeth Byler
602-364-1482
bylere@azdhs.gov

2. Page Six (6), Grant Application, Item Three (3), Written Questions, is amended to read:

Submit any questions about the Request for Grant Application (RFGA) needing clarification, in writing, not later than seven (7) working days prior to the RFGA due date to:

Elizabeth Byler, Deputy Chief Procurement Officer
Arizona Department of Health Services
1740 West Adams, Room 303
Phoenix, Arizona 85007
Fax No. (602) 542-1741
E-mail address: bylere@azdhs.gov

3. Page Nine (9), Grant Application, Required Application Information, Item 3.O is amended to read "Other Attachments: As applicable (e.g. examples of Applicant's program materials). Other attachments shall not exceed 10 pages."
4. Page Twelve (12), Grant Application, Logic Model/Scope of Work Item 4.E is amended to read "Identify the strategies/approaches that would address the data on page Ten (10), Sections 2.C and 2.D."
5. Page Thirteen (13), Grant Application, Logic Model/Scope of Work, Item 7.G is amended to read "Not more than fifteen percent (15%) may be budgeted for Administrative (Indirect) costs."
6. Page Fifteen (15), Terms and Conditions, Provision Twelve (12), paragraph Two (2) is amended to read "State Funding: Grantees receiving state funds under this Grant shall comply with the Certified Compliance provisions of A.R.S. § 35-181.03."

Vendor hereby acknowledges receipt and understanding of above amendment

Signature

Date

Name and Title:

Name of Company:

The above referenced Solicitation Amendment is hereby executed this 16 day of October, 2008 in Phoenix, Arizona.

Signature

Name: Ann Froio

Title: Procurement Administrator

7. Page Seventeen (17), Terms and Conditions, Provision Twenty-three (23), "Effective September 30, 2008 – Compliance with ARS § 41-4401" is replaced in its entirety as follows:

Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

- A. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
 - B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
 - C. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
 - D. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.
8. Page Eighteen (18), Terms and Conditions, Provision Twenty-six (26), Insurance Requirements, Sub-section A. Minimum Scope and Limits of Insurance, is replaced in its entirety with the following:

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The Arizona Department of Health Services, the State of Arizona, its Departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The Arizona Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH Contractor or subcontractors exempt under A.R.S. 23-901, and when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

All other solicitation content shall remain in its entirety.